

The complaint

Mrs T complains about the handling of her home insurance claim by Royal & Sun Alliance Insurance Limited (“RSA”). She’s unhappy about the poor quality of work that was carried out on her property and delays in rectifying it.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

What happened

Mrs T made a claim under her home insurance policy with RSA after her house was damaged in a fire in 2019. RSA arranged for reinstatement works to take place. Mrs T and her family moved back into the property in 2020.

In 2024, Mrs T asked the Financial Ombudsman Service to consider a complaint she’d made to RSA about poor workmanship. There were issues with the windows installed by RSA’s contractors, which meant they were leaking and causing internal damage to her property. She also discovered that the windows hadn’t been registered with FENSA.

Our investigator recommended that damage to the windows and internal damage caused by the ingress of water be covered by RSA. She also recommended RSA reimburse Mrs T the cost of any indemnity insurance she chose to take out for the window installation and/or pay the cost of the local council providing a building regulation certificate. She recommended RSA pay Mrs T £1,000 in addition to £250 it had already paid.

Both parties accepted the investigator’s outcome, and our service closed the case in September 2024.

Following this, Mrs T raised further concerns with RSA, which it responded to in three final response letters (dated 10 December 2024, 21 February 2025 and 12 May 2025). RSA paid Mrs T a total of £950 in relation to these three complaints.

Mrs T remained unhappy and asked our service to consider her concerns.

Our investigator didn’t think Mrs T’s complaint should be upheld. He acknowledged that Mrs T had experienced substantial distress and inconvenience due to RSA’s poor handling of the claim. But he thought the compensation RSA had paid Mrs T for the issues he was able to consider was reasonable.

Mrs T disagreed with our investigator’s outcome. She said the crux of her complaint was that the work was signed off as building compliant when clearly it wasn’t, and she was dismissed when she raised it as an issue. This meant that almost five years later she was in the position of having further damage to her house and still having remedial work done. She didn’t think she’d been appropriately compensated for this. So, the complaint has been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've decided not to uphold Mrs T's complaint. I'll explain why.

I've considered everything Mrs T has told our service, but I'll be keeping my findings to what I believe to be the crux of her complaint. I wish to reassure Mrs T I've read and considered everything she's sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I thought it would be helpful to provide some clarity about the Financial Ombudsman Service's role and the scope of the complaint that I'm deciding. Our role is to resolve disputes between complainants and financial businesses, to help both parties move on. It isn't our role to handle a claim or to deal with matters as they arise.

I'm unable to consider matters that were addressed in the previous complaint Mrs T brought to our service. In this decision, I will be considering the complaints RSA responded to in its final response letters of 10 December 2024, 21 February 2025 and 12 May 2025.

RSA accepted the recommendations the previous investigator made in August 2024. RSA paid Mrs T compensation, but it didn't take any action on the claim until Mrs T contacted it in November 2024.

In its final response letter of 10 December 2024, RSA said it was awaiting a quotation for the necessary window repairs/internal damage and details of the cost of indemnity insurance/building regulation certificate. It paid Mrs T £250 to compensate her for avoidable delays.

A building inspector from the local council visited Mrs T's property in December 2024 because she'd applied for a regularisation certificate. The inspector said he was unable to sign the regularisation application off until the water ingress had been fully resolved.

Mrs T raised another complaint with RSA in December 2024. She said that earlier in the year, she'd contacted the contractors who had installed the windows to try to resolve the issue. They were rude and dismissive of her concerns and said the only way to rectify the issue was to allow them entry to her house. She allowed them back in, but they adopted a quick 'fix' which didn't resolve the issue.

Mrs T said she was in a position where she had evidence that the work completed following her house fire did not meet building regulations and she was facing a period of significant remedial work. She and her family had no option but to live in a property which was constantly cold, damp and unsanitary.

RSA responded to Mrs T's complaint on 21 February 2025. It said it recognised the windows were not installed up to standard and agreed that replacing them was the most effective solution. It accepted a quote from a contractor dated January 2025. It said the claims handler could coordinate and schedule the installation and remaining repairs. If Mrs T required alternative accommodation during the repair process, RSA was willing to make the necessary arrangements. If Mrs T preferred to manage the repairs independently, it could arrange a cash settlement once the required quotes were submitted and verified. RSA paid

Mrs T a further £500 to compensate her for distress and inconvenience caused by delays and a failure to update her.

In March 2025, Mrs T raised a further complaint with RSA. She said the window fitter who had provided the quote was unable to provide quotes for the two Velux windows Mrs T was also experiencing water ingress with. She'd arranged for another local tradesman to come around and inspect the windows. He concluded that the window units seemed sound but there were likely broken roof tiles above both windows. He said the surrounding solar panels should have been removed when the windows were installed.

Mrs T said she'd experienced leaking not long after moving back into her house, so she'd arranged for a local roofer to come out. He told her the tiles surrounding the windows were broken and had been covered in silicone. She sent RSA a copy of the report from 2021. She said when she'd previously shared this report with RSA and its contractors, her concerns and the roofer's report were immediately dismissed.

Mrs T said she was increasingly frustrated by this situation and the ongoing revelations that the original workmanship was substandard and had caused further damage to her home. She said it angered her that RSA had fraudulently signed off repair work as being compliant.

RSA said it had formally acknowledged it had failed to provide Mrs T with the service she'd expected in its response to her previous complaint. It accepted she'd likely had a negative interaction with the contractors and apologised for the shortfall in this service. It also apologised for some internal confusion about who should be dealing with Mrs T's complaint. It said it was satisfied that Mrs T's claim was progressing, repairs were underway, and it was being managed by an experienced member of its major loss team. It didn't believe there had been any further delays. RSA paid Mrs T a further £200 for distress and inconvenience.

RSA has agreed to cover the costs of rectification work to resolve the issues caused by its contractor's poor workmanship. As far as I can see, there isn't any dispute about what costs need to be paid. I understand Mrs T has requested an ombudsman's decision because she doesn't believe the compensation RSA has paid her for poor service is sufficient.

It's not disputed that the quality of repairs that were carried out by RSA's contractors in 2020 were of poor quality and didn't meet building standards. RSA delayed taking action to rectify the situation. As a result, Mrs T and her family were left to live in a property she has described as cold, damp and unsanitary for a significant amount of time. I understand Mrs T has spent a lot of time contacting RSA and its suppliers to try to get things sorted out. This resulted in a lot of unnecessary frustration and distress. She's particularly unhappy that the work was signed off as being building compliant and her concerns were previously dismissed.

I appreciate this has been a difficult and stressful situation for Mrs T. However, as explained, I'm limited as to the scope of what I'm able to consider in this decision. I can't consider the distress and inconvenience Mrs T experienced prior to August 2024 as this was considered under the previous complaint she brought to our service. Nor can I consider anything that happened after RSA's final response letter of 12 May 2025.

RSA has acknowledged some poor communication and avoidable delays over the timeframe I'm able to consider here. I think it should have taken action to progress the claim much sooner, particularly as it was aware Mrs T and her family had been impacted by issues caused by the poor workmanship for several years.

However, RSA has paid Mrs T a total of £950 compensation for the three complaints I've looked at. This is in the range of what our service might typically award where the impact of

a business's mistakes has caused substantial distress, upset and worry - where there may have been serious disruption to daily life over a sustained period, with the impact felt over many months, sometimes over a year. So, while I appreciate my answer will be disappointing for Mrs T, I think the compensation RSA has already paid her reasonably recognises the impact of its poor service on her.

My final decision

For the reasons I've explained, I don't uphold Mrs T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T to accept or reject my decision before 29 August 2025.

Anne Muscroft
Ombudsman